

-Medfield Cable Television Renewal License-

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS/NEW HAMPSHIRE/OHIO, INC.

THE BOARD OF SELECTMEN

TOWN OF MEDFIELD,

MASSACHUSETTS

Effective Date: MAY 1, 2005

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A G R E E M E N T

This Cable Television Renewal License entered into this ____th day of _____, 2005, by and between Comcast of Massachusetts/New Hampshire/Ohio, Inc., ("Comcast"), a _____ corporation, and the Board of Selectmen of the Town of Medfield, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Medfield, Massachusetts, pursuant to M.G.L. c. 166A is authorized to grant one or more nonexclusive, revocable cable television renewal licenses to construct, operate and maintain a Cable Television System within the Town of Medfield; and

WHEREAS, the Issuing Authority conducted public hearings, pursuant to Section 626 of the Cable Act, on **October 14, 2004** to (1) ascertain the future cable related community needs and interests of Medfield, and (2) review the performance of Comcast during its current license term; and

WHEREAS, the Issuing Authority submitted a Request for a Renewal Proposal ("RFP") to Comcast, which RFP was **May 10, 2004** dated; and

WHEREAS, in response to said RFP, Comcast submitted a license renewal proposal to the Town of Medfield, dated May 10, 2004 for a renewal license to operate and maintain a Cable Television System in the Town of Medfield; and

WHEREAS, the Issuing Authority and Comcast Massachusetts/New Hampshire/Ohio, Inc. did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions regarding the Cable Television System in Medfield.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Medfield resident and/or any persons affiliated with a Medfield institution to use designated PEG Access facilities, equipment and/or channels of the Cable Television System, subject to this Renewal License and the conditions and procedures established for such use.

(2) Access Channel: A video channel owned by the Licensee which the Licensee makes available to the Town of Medfield and/or Access Users, without charge to the Town of Medfield and/or Access Users, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, designated by the Issuing Authority of the Town of Medfield, for the purpose of operating, managing the use of and staffing public, educational and governmental ("PEG") Access Programming, funding and equipment in Medfield.

(4) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) Basic Service: Any service tier distributed over the Cable System which includes the retransmission of local television broadcast signals, if any, required to be carried on the basic cable service pursuant to federal law.

(6) CMR: The acronym for Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(8) Cable Advisory Committee: The Cable Advisory Committee as appointed and designated by the Issuing Authority, which handles cable related matters.

(9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

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(10) Cable Service or Service: (A) The one-way transmission to Subscribers of (i) Video Programming or (ii) other programming services and (B) Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming services.

(11) Cable Television System or Cable System: the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Medfield, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community.

(12) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(13) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(14) Converter: Any device altering the Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(15) DVD: The acronym for a Digital Video Disc player.

(16) Department of Public Works ("DPW"): The Department of Public Works of the Town of Medfield, Massachusetts.

(17) Downstream Channel: A channel over which Signals travel from the Cable System Headend Hub Site or other location to an authorized recipient of Programming.

(18) Drop or Cable Drop: The coaxial cable used by the Licensee that connects each home or building to the feeder line of the Cable System.

(19) Effective Date of the Renewal License (the "Effective Date"): **May 1, 2005.**

(20) Execution Date of the Renewal License (the "Execution Date"): **June 21, 2005.**

(21) FCC: The Federal Communications Commission, or any successor agency.

(22) Gross Annual Revenues: Revenue derived by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Cable Service over the Cable System, Basic Service, Expanded Basic Service; interactive on-demand Services; Pay-Per-View, Premium Service, and digital Services; monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; studio and other facility and/or equipment rentals; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for

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the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of the Licensee and any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Cable Service over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(23) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(24) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of Signal processing or switching.

(25) Institutional Network: The separate single-cable institutional system, comprising upstream and downstream transmission for the Town or its departments use which are provided to Town and its departments' municipal locations.

(26) Issuing Authority: The Board of Selectmen of the Town of Medfield, Massachusetts.

(27) Leased Channel or Leased Access: A video channel(s) that the Licensee makes available pursuant to Section 612 of the Cable Act.

(28) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town or its designee, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(29) Licensee: Comcast of Massachusetts/New Hampshire/Ohio, Inc.. ("Comcast") or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(30) Outlet: An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.

(31) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.

(32) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(34) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(34) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

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(35) PEG Access Channels: Any Licensee owned channel(s) that Licensee makes available for the presentation of PEG Access Programming.

(36) PEG Access Transition Date: July 1, 2005, which is the date that the existing Access operations and responsibilities are transitioned to the prospective PEG Access operations, as provided in this Renewal License.

(37) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(38) Prime Rate: The prime rate of interest at Bank of America, or its successor(s).

(39) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(40) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(41) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter issued by the Licensee.

(42) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(43) State: The Commonwealth of Massachusetts.

(44) Subscriber: Any Person or entity who contracts with the Licensee for, and lawfully receives, the video Signals and Cable Services distributed by the Cable Television System.

(45) Subscriber Network: The trunk and feeder signal distribution network owned, operated and maintained by the Licensee over which video, audio, text, and data Signals are transmitted to Subscribers.

(46) Town: The Town of Medfield, Massachusetts.

(47) Town Counsel: The Town Counsel of the Town of Medfield, Massachusetts.

(48) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cable(s) to Subscriber's residences.

(49) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend, Hub Site or other location.

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(50) User: A Person utilizing the I-Net, including related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(51) VCR: The acronym for videocassette recorder.

(52) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast stations.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Medfield, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to construct, operate and maintain a Cable Television System within the corporate limits of the Town of Medfield.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all lawful Town, State and federal statutes and by-laws of general application, as all may be amended.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully construct, upgrade, install, operate and maintain the Cable Television System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Medfield within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Medfield. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, with any public utility serving the Town or with any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and any lawful special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall be for a period of ten (10) years, commencing on **May 1, 2005**, following the expiration of the current license, and shall expire at midnight on **May 2, 2015**, unless sooner terminated as provided herein or surrendered.

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Section 2.3---**NON-EXCLUSIVITY OF RENEWAL LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable System within the Town of Medfield; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses, in accordance with applicable law.

(b) The grant of any additional cable television license(s) and Renewal License(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License.

(i) In the event that the Licensee believes that any additional cable television license(s) and/or Renewal License(s) have been granted, from and after the execution date hereof, on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) and/or Renewal License(s), if any, are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief.

(ii) Should the Licensee demonstrate and the Issuing Authority reasonably finds that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall enter into good faith negotiations with the Licensee to arrive at equitable amendments to this Renewal License.

(iii) In the event that the Licensee demonstrates that any existing cable television operators in the Town have been provided relief by the Issuing Authority from any material obligation of its cable television license, then the Licensee may request an equivalent amount of relief from obligations herein if said relief causes said cable television license to be more favorable or less burdensome than this Renewal License. The Issuing Authority must agree in writing to any such request, which request the Issuing Authority shall consider and negotiate in good faith, and which shall be in the form of a written amendment to this Renewal License. To obtain such relief, the Licensee shall request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any existing cable television operators in the Town have been provided relief by the Issuing Authority from any material obligation of its cable television license, which causes said cable television license to be more favorable or less burdensome than this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

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(d) In the event that a Multichannel Video Programming Provider, which is not in any way (i) an Affiliate of the Licensee or (ii) a satellite provider, and hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that this Renewal License in light of the foregoing is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.

(ii) Should the Licensee demonstrate to the satisfaction of the Issuing Authority that this Renewal License is having a substantial negative impact as described above upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License. The Licensee shall not request the return of any funding or equivalent thereof in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been provided to the Issuing Authority or its designee(s) by the Licensee as of the date of the Licensee's request for a public hearing referenced above.

Section 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable and lawful DPW regulations, incorporated herein by reference, and any generally applicable by-laws and/or regulations enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6, the Licensee shall remove all of its supporting structures, poles, trunk and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

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Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial qualifications, management and technical expertise and legal ability and other criteria allowable under law and/or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer, of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License and shall be subject to Section 11.1 infra.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been affected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable pursuant to applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any

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other rights of the Town.

ARTICLE 3

SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall own, maintain and operate a Cable Television System, fully capable of carrying a minimum of seventy-eight (78) channels of Video Programming to Medfield Subscribers.

(b) The Licensee shall transmit all of its Video Programming Signals to Medfield Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

Section 3.2---INSTITUTIONAL NETWORK

(a) The Licensee shall continue to provide, operate, maintain and make available to the Issuing Authority and its designees the current, separate Institutional Network ("I-Net"), for audio, video and data Signals at the current levels as of the Execution Date, for a period of twelve (12) months from the Execution Date of this Renewal License. During said 12-month period, the I-Net shall provide thirty-one (31) Upstream Channels and seventeen (17) Downstream Channels. Thereafter, the Licensee shall make available to the Town no more than four (4) I-Net Upstream Channels and four (4) I-Net Downstream Channels for PEG Access audio and video Signal purposes only, which are transmitted by the Access Corporation or the Town. The I-Net shall be interconnected with the Subscriber Network at the Headend, Hub Site or other location at the discretion of the Licensee in order to permit simultaneous two-way video and audio transmissions between the designated buildings on the I-Net. The I-Net shall be capable of connecting the Subscriber Network and the I-Net. During said 12-month period, the Licensee may use one (1) Upstream and One (1) Downstream I-Net Channel only for Pilot Channel use in order to balance the I-Net.

(b) For a period of twelve (12) months from the Execution Date of this Renewal License, the Licensee shall provide, operate, maintain and make available the existing I-Net Drops as indicated in **Exhibit 1a**, without charge(s) to the Issuing Authority, the Town and/or its departments, and/or the Access Corporation. Thereafter the Licensee shall only be required to provide, operate, maintain and make available the I-Net Drops as indicated in **Exhibit 1b**, without charge(s) to the Issuing Authority, the Town and/or its departments, and/or the Access Corporation, for the transmission of video and audio Signals.

(c) In the event that construction of the Town's fiber network is delayed beyond said twelve (12) months period for reasons outside of the control of the Town, the Town shall notify the Licensee in writing no less than 30 days prior to the end of the initial 12 month period. The Licensee may extend the period to provide, operate, maintain and make available the existing I-Net Drops indicated in Exhibit 1a, provided, however, that the Town shall not request the Licensee to provide the existing Drops beyond twenty-four (24) months after the Execution Date. Such request by the Town shall not be unreasonably denied by the Licensee. Nothing herein shall require the Licensee to be responsible for any capital costs related to said I-Net Drops for replacement during such extended period.

(d) The I-Net shall be capable of transmitting audio and video I-Net Signals between the municipal, public school and other public buildings listed in **Exhibits 1a and 1b**, attached hereto

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and made a part hereof. Remote I-Net video and audio PEG Access Signals shall be sent on an I-Net Upstream Channel to said Headend, Hub Site or other location, where such Signal(s) shall be reprocessed, switched and designated on the appropriate PEG Access Downstream Channel on the Subscriber Network. The Licensee shall be responsible for the automatic switching of said audio and video I-Net Upstream Signal(s) to the appropriate Subscriber Network PEG Access Downstream Channel(s). The Issuing Authority, its designee and/or the Access Corporation shall be responsible for all manual switching of said audio and video I-Net Upstream Signal(s) to the appropriate Subscriber Network PEG Access Downstream Channel. Said PEG Access Signal switching shall be performed by the Licensee at no cost to the Town and/or other I-Net User(s). Any other PEG Access switching shall be performed by the Town, its designee(s) and/or the Access Corporation, at their sole cost and expense.

(e) For said twelve (12) month period, the Licensee shall maintain the I-Net Drops identified in **Exhibit 1** without charge(s) to the Issuing Authority, the Town and/or its departments.

(f) There shall be no charges and/or costs to the Issuing Authority, the Town, its designees and/or the Access Corporation for the continued use, operation, and maintenance of the I-Net for the entire term of this Renewal License. The Licensee may charge such costs to Subscribers in accordance with applicable law(s).

(g) In Year One only of this Renewal License, the Licensee shall make semi annual payments to the Issuing Authority or it's designee. The first payment shall be based on the six-month period from the Effective Date of this Renewal License through October 31, 2005 and shall constitute one percent (1.0%) of the Licensee's Gross Annual Revenues for that time period. Said first semi-annual payment shall be due and payable to the Issuing Authority or it's designee no later than December 31, 2005. The second semi-annual payment shall be made to the Issuing Authority or its designee based on the six-month period from November 1, 2005 through April 30, 2006 and shall constitute one percent (1.0%) of the Licensee's Gross Annual Revenues for that time period. Said second semi-annual payment shall then be due and payable to the Issuing Authority or designee no later than June 1, 2006. Said payments shall be for the purpose of further developing a town-owned fiber optic network for data transmission purposes, among other related things.

(h) The Licensee shall file with each such payment made pursuant to Section 3.2(g), a Gross Annual Revenues reporting form certified by an authorized agent of the Licensee.

(i) In no case shall said one percent (1.0%) payment(s) include or be counted against (i) the PEG Access Equipment/Capital funding required by Section 6.5 below; (ii) the PEG Access annual payments required by Section 6.5 below; and, (iii) any other fees or payments required by applicable law; provided, however, that said one percent (1.0%) payment shall be a Franchise Fee, as defined, and subject to the five percent (5%) federal cap on such Franchise Fees

(j) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments accrue from the date due at two percent (2%) above the Prime Rate.

Section 3.3---EMERGENCY ALERT SYSTEM

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.4---PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, pursuant to applicable law. Where Converters are utilized, there shall be no separate charge, other than the price normally charged by the Licensee for the Converter itself, for such parental control capability. The Licensee shall advise potential Subscribers of the availability of such parental control.

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable Service available to all residents of the Town, subject to 4.1(b) below, unless the Licensee is legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 150' from the existing aerial Trunk and Distribution System and additions thereto, time and materials charges will apply for that portion beyond 150'.

Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate and maintain the Cable Television System within the Town of Medfield. Licensee owned poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all licensee owned poles, towers and other obstructions shall be in accordance with all applicable state and lawful local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be placed underground at no cost to the Town.

(b) Pursuant to Section 4.3 (a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with lawful, applicable by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5---RESTORATION TO PRIOR CONDITION

Pursuant to State law, whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made. Any such reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of Service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority and/or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---SAFETY STANDARDS

The Licensee shall operate, maintain and remove the Cable System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Cable Division, the FCC, all State, local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

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Section 4.9---**PEDESTALS**

In any cases in which Pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable and lawful Town rules, DPW regulations and/or by-laws; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile, electronic control box at Town approved locations to be determined when the Licensee applies for a permit.

Section 4.10---**PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.11---**RIGHT TO INSPECTION OF CONSTRUCTION**

The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations and shall be conducted with Licensee's designated personnel, except in emergency situations.

Section 4.12---**CONSTRUCTION MAPS**

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant. If changes are made in the Cable System, the Licensee shall notify the Issuing Authority, and, upon written request, the Licensee shall file updated maps annually, not later than thirty (30) days after a written request.

Section 4.13---**COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, provided that said establishment(s) agree to pay for installation, construction and monthly subscriptions costs established by the Licensee.

Section 4.14---**"DIG SAFE"**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

Section 4.15---**SERVICE OUTAGE NOTIFICATION**

Upon written request of the Issuing Authority, the Licensee shall provide to the Issuing Authority or the a written explanation of any service outages of twenty-four (24) or more hours in duration affecting multiple subscribers in the Town.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall make available Basic Service to all Medfield Subscribers, which shall include all Signals which are required to be carried by a Cable Television System serving the Town pursuant to state and federal statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in *Exhibit 2*, attached hereto and made a part hereof. Pursuant to federal law, all programming decisions, including the programming listed in *Exhibit 2*, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, as may be amended from time to time, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Medfield programming line-up at least thirty (30) days before any such change is to take place.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---DVD/VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide for a fee to any Subscriber, upon request, an A/B switch, which will allow DVD and/or VCR owners the ability to record and view any channel capable of being tuned by such owner's television set and/or DVD/VCR, except two scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law

(b) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(c) Pursuant to the rules and regulations of the Cable Division, as may be amended from time to time, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall

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notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

Section 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall provide all Subscribers continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6---FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Pursuant to M.G.L. 166A, Section 5(e), the Licensee shall continue to provide, install and maintain one (1) Subscriber Cable Drop and Outlet and monthly Basic Service to all police and fire stations, public schools, public libraries and other public buildings along the Cable System plant route included in ***Exhibit 3***, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System plant route as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Basic Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Basic Service and related maintenance.

(b) The Licensee shall supply one (1) Converter for each Outlet provided pursuant to Section 5.6(a), without charge to the Town, if required for the reception of monthly Basic Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such an Outlet, prior to any such installation. The Licensee shall install such Outlet(s) within sixty (60) days of any such requests from the Issuing Authority.

ARTICLE 6

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT**

Section 6.1--- OPERATION OF PEG ACCESS STUDIO

As of the Effective Date of this Renewal License, the Issuing Authority's designated Access Corporation is operating, maintaining and staffing its PEG Access studio in the Town. The Licensee will transition all PEG Access Programming responsibilities to the Issuing Authority or its designated Access Corporation. At such time as the Issuing Authority assumes and/or takes control of all PEG Access Programming responsibilities, Licensee shall no longer be responsible for PEG Access or Programming in Medfield

Section 6.2---PEG ACCESS CORPORATION

(a) On July 1, 2005, the PEG Access Transition Date, the Issuing Authority or a designated Access Corporation shall commence providing services to PEG Access Users as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 herein;

(2) Manage annual funding, pursuant to Section 6.4 herein;

(3) Operate and maintain a PEG Access studio, and purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.5 herein;

(4) Conduct training programs in the skills necessary to produce quality PEG Access Programming;

(5) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Corporation staff and volunteers;

(6) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(7) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and

(8) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

(b) From July 1, 2005 through October 31, 2005, Licensee shall continue to provide reasonable consultation via telephone and/or in some instances in person to facilitate a smooth transition of the responsibilities set forth in (a) (1) – (8) above.

Section 6.3---PEG ACCESS CHANNELS

(a) The Licensee shall make available to the Issuing Authority and/or the Access Corporation three (3) Licensee-owned Subscriber Network Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town or the Access Corporation and, except as otherwise provided for herein, shall be subject to the control and management of the Access Corporation.

(b) The Licensee shall not move or otherwise relocate the channel locations of the three (3) PEG Access Channels, referenced in paragraph (a) above, without advance written notice to the Issuing Authority and the Access Corporation.

Section 6.4---PEG ACCESS ANNUAL FUNDING

(a) The Licensee shall provide annual Franchise Fee payments to the Access Corporation, for PEG Access use, as provided below in paragraph (b). Said annual payments shall be used for, among other things, salary, operating and other related expenses connected with PEG Access programming and operations.

(b) In Year One of this Renewal License, the semi-annual payment to the Access Corporation shall be based on the period from May 1, 2005, the Effective Date of this Renewal License, through October 31, 2005 and shall constitute three and three quarters percent (3.75%) of the Licensee's Gross Annual Revenues for that time period. Said first semi-annual annual payment shall be due and payable to the Access Corporation no later than December 31, 2005. The second semi-annual payment to the Access Corporation shall be based on the six-month period from November 1, 2005 through April 30, 2006 and shall constitute three and three quarters percent (3.75%) of the Licensee's Gross Annual Revenues for that time period. Said second semi-annual payment shall then be due and payable to the Access Corporation no later than June 30, 2006. The third semi-annual payment to the Access Corporation shall be based on the six-month period from May 1, 2006 through October 31, 2006 and shall constitute four and three quarters percent (4.75%) of the Licensee's Gross Annual Revenues for that time period. Said third semi-annual payment shall then be due and payable to the Access Corporation no later than December 31, 2006. The fourth Semi-annual payment to the Access Corporation shall be based on the six-month period from November 1, 2006 through April 30, 2007 and shall constitute four and three quarters percent (4.75%) of the Licensee's Gross Annual Revenues for that time period. Said fourth quarterly payment shall then be due and payable to the Access Corporation no later than June 30, 2007. Thereafter, Licensee shall provide four and three quarters percent (4.75%) of the Licensee's Gross Annual Revenues in semi-annual payments to the Access Corporation based on the third and fourth above-referenced payment's six-month accounting periods and subsequent sixty (60) day due dates. The final payment shall be based on the period from November 1, 2014 through April 30, 2015, and shall constitute four and three quarters percent (4.75%) of the Licensee's Gross Annual Revenues. Said final payment shall then be due and payable no later than June 30, 2015.

(c) The Licensee shall file with each such payment made pursuant to Section 6.4(b), a Gross Annual Revenues reporting form certified by an authorized agent of the Licensee, documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(22) of this Renewal License.

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(d) In no case shall said Franchise Fee payment(s) include or be counted against (i) the PEG Access Equipment/Capital funding required by Section 6.5 below; provided, however, that said payments pursuant to Section 6.4 shall be Franchise Fees, as defined, and subject to the five percent (5%) federal cap on such Franchise Fees.

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Issuing Authority's designee an amount equal to the same percentage of such Person's Gross Annual Revenues as required by Section 6.4(b) above. If the Licensee collects revenues for said Person, then the Licensee shall collect the respective percentage payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Issuing Authority's designee along with the Licensee's percentage PEG Access payments pursuant to Section 7.2(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Service over the System, then the Licensee shall notify any such Person of the respective percentage payment requirement and shall notify the Issuing Authority of such use of the Cable System by such Person(s).

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments accrue from the date due at two percent (2%) above the Prime Rate.

Section 6.5---PEG ACCESS EQUIPMENT/CAPITAL FUNDING

(a) The Licensee shall provide a total of Two Hundred Thousand Dollars (\$200,000.00), payable to the Issuing Authority, its designee(s) and/or the Access Corporation, as directed by the Issuing Authority, in PEG Access equipment/facilities funding payable as follows:

- (i) One Hundred Twenty-Five Thousand Dollars (\$125,000.00), within ninety (90) days of the Effective Date of this Renewal License; and
- (ii) Fifty Thousand Dollars (\$50,000.00), no later than June 30, 2006; and
- (iii) Twenty Five Thousand Dollars (\$25,000.00) no later than June 30, 2008.

(b) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Access Corporation from the date due at the rate of two percent (2%) above the Prime Rate.

Section 6.6---EXISTING PEG ACCESS/LOCAL ORIGINATION EQUIPMENT

(a) No later than July 1, 2005, the PEG Access Transition Date, the Licensee shall deed over to the Issuing Authority or the Access Corporation, as directed by the Issuing Authority, without warranty, all existing Licensee-owned PEG Access/LO studio and production and associated equipment located at the Medfield PEG Access/LO studio and other Town locations for the amount of One Dollar (\$1.00). The Licensee shall reasonably maintain said equipment, in the same condition as of the day

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before this Renewal License, until the PEG Access Transition Date. A list of said equipment is attached hereto as **Exhibit 7**. The Licensee shall not be responsible for said equipment replacement, lease, maintenance or operation after the PEG Access Transition Date. provided, however, that Licensee shall assign to the Issuing Authority and/or the Access Corporation any and all manufacturer's or extended warranties still in effect on the equipment being transferred and shall provide any repair and maintenance history in Licensee's possession for the equipment.

(b) In no case shall the Licensee charge the Issuing Authority, the Town and/or the Access Corporation for said Licensee-owned equipment.

Section 6.7---PEG ACCESS PAYMENTS

The semi-annual payments required in Section 6.4 supra shall be made by the Licensee directly to the Access Corporation, unless otherwise directed by the Issuing Authority. The equipment payments required in Section 6.5 supra shall be made by the Licensee to the Issuing Authority and/or the Access Corporation, as directed by the Issuing Authority.

Section 6.8---EQUIPMENT OWNERSHIP

Unless noted otherwise, the Town and/or the Access Corporation shall own all PEG Access equipment or facilities purchased with funding pursuant to this Article 6. The Licensee shall have no obligation to maintain, repair, replace or insure any such PEG Access equipment or facilities.

Section 6.9----ACCESS CHANNEL(S) MAINTENANCE

Licensee shall monitor PEG Access Channels for technical quality and shall insure that they are maintained at standards commensurate with those, which apply to the Cable System's commercial channels; provided, however, that the Licensee is in no way responsible for the production quality of PEG Access Programming productions. Upon written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

Section 6.10----- ACCESS CABLECASTING

(a) In order that the Town and/or the Access Corporation can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Town and/or the Access Corporation, then transmitted from the PEG Access Studio or from any other I-Net location with Origination Capability, as listed in **Exhibit 1a and 1b** hereto, to the Cable System Headend or Hub, on an Upstream I-Net Channel made available, without charge, to the Town and/or the Access Corporation for their use.

(b) Pursuant to Section 3.2(d) supra, the Licensee shall provide the Town and/or the Access Corporation with the capability to ensure that said PEG Access Programming is properly switched electronically at the Headend or Hub to the appropriate Subscriber Network PEG Access Downstream

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Channel, in an efficient and timely manner. At the Headend or the Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Town and/or the Access Corporation for such electronic switching responsibility. The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall ensure that the Access Corporation's modulated PEG Access Programming Signals are properly balanced and/or adjusted during the term of this Renewal License without costs and/or charge(s) of any kind to the Access Corporation, the Issuing Authority, and/or the Town. The Licensee may only charge Subscribers for such costs in accordance with applicable law(s). The Access Corporation understands that it shall not adjust the setting(s) or calibrate any modulators.

(d) The Licensee shall be responsible for retaining control of, maintaining, upgrading and/or replacing three (3) modulators that are used to modulate PEG Access Programming, currently located at the Access Corporation studio, without costs and/or charge(s) of any kind to the Access Corporation, the Issuing Authority, and/or the Town. The Licensee may only charge Subscribers for such costs in accordance with applicable law(s).

Section 6.11---CENSORSHIP

Neither the Licensee, the Issuing Authority and/or the Access Corporation shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

LICENSE FEES

Section 7.1---LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) The Licensee shall not be liable for a total License Fees pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the Annual Support for PEG Access pursuant to Section 3.2(g) (Year One only), and 6.4 supra and (ii) any License Fees that may be payable to the Town and the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the equipment payments payable to the Issuing Authority or the Access Corporation pursuant to Section 6.5 supra; (iii) the existing PEG Access/LO equipment pursuant to Section 6.6 supra; (iv) the costs related to any liquidated damages pursuant to Section 11.2 infra; (v) any payments, expenses, or replenishment of the Performance Bond pursuant to Section 9.2 infra.

Section 7.2---PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service shall not exceed five percent (5%) of such Person's gross revenues derived in such

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period from the provision of such Service over the Cable System.

Section 7.4---LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.5---RECOMPUTATION

(a) Tender or acceptance of any payment pursuant to Section 3.2, Section 6.4 and/or Section 7.1 supra shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall only be based on a year beginning on July 1st and ending on June 30th, and shall only occur in no event later than one (1) year after the June 30th semi-annual License Fee is tendered for the respective July 1st – June 30th year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) business days after the request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Town and/or Access Corporation, without interest charges of any kind.

Section 7.6---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Medfield.

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Section 7.7---**METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 4**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable state law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00). The excess liability insurance required by Section 9.1(a) above shall also provide umbrella protection over this insurance policy.

(c) All insurance coverage, including Workers' Compensation in the amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect, the same insurance in the same minimum amounts and meeting the same minimum requirements as required herein.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to

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do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be upon the terms and conditions specified in M.G.L. c. 166A § 5(k) and the faithful performance and discharge of all of the obligations imposed by this Renewal License, subject to the provisions of Section 11.1 and 11.2 infra.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, pursuant to M.G.L. c. 166A § 5(f) and Section 2.5 supra.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the \$100,00.00 required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---**REPORTING**

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding all insurance policies and the performance bond required herein.

Section 9.4---**INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify, defend and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority.

Section 9.5---**NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage

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required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing by the Issuing Authority or its designee, once per year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and Complaint response; ; (ii) hear Complaints pursuant to this Renewal License from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority or its designee shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance hereunder and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If non-compliance is found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to

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nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect right of the Licensee to offer discounts.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property or needs to be moved for the convenience of the Town. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of an itemized bill listing the actual time and materials used thereof.

Section 10.6---INSPECTION

The Issuing Authority and/or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

Section 10.7---JURISDICTION

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (3) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after the close of said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

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- (v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

(1) For failure to maintain and operate and/or replace the Institutional Network pursuant to Section 3.2 supra and **Exhibit 1a and 1b** attached hereto, one hundred fifty dollars (\$150.00) per day that any such non-compliance continues.

(2) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and **Exhibit 5** attached hereto, one hundred dollars (\$100.00) per day that any such non-compliance continues.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 11.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

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Section 11.4---TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

Section 11.5---NOTICE OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---CUSTOMER SERVICE OFFICE

The Licensee shall continue to maintain, operate and staff its full-time walk-in customer service office in the Town of Medfield or in a municipality contiguous to the Town, for the purpose of, among other things (i) receiving customer payments; (ii) receiving returned or exchanged equipment; and (iii) answering inquiries and resolving complaints. In the event that the Licensee ceases to operate said customer service office in a municipality contiguous to the Town, Licensee shall maintain, operate and staff such a customer service office within the Town.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) The Licensee's main customer service office(s) shall have a publicly listed local telephone number for its Medfield Subscribers, unless required otherwise to be a local telephone number by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer service office is open for business, pursuant to Section 12.1 above, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Section 12.3--- CUSTOMER CALL CENTER

(a) The Licensee shall maintain and operate its customer call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer call center.

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(a) In the event that the Licensee does not operate its customer call center access lines twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4--**INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business morning.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within one hour, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5---**FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 5**.

Section 12.6---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 4**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Security Deposits.

Section 12.7---COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file its Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of its Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

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(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

Section 12.8---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices, which are compatible with the Converter(s), provided by the Licensee. The Licensee takes no responsibility for changes in its equipment, which might make inoperable the remote control devices acquired by Subscribers.

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

Section 12.11---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's

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policy for the protection of subscriber privacy.

Section 12.12---MONITORING

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 12.14---POLLING BY CABLE

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

**Section 12.15---INFORMATION WITH RESPECT TO VIEWING HABITS
AND SUBSCRIPTION DECISIONS**

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

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Section 12.16---**SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's General Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.17---**PRIVACY STANDARDS REVIEW**

The Issuing Authority and the Licensee shall review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) a Cable Division Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative.

(b) The Licensee shall also provide any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include the number of Basic Service Subscribers. The Licensee may submit such information subject to Section 13.1(b) above.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with Sections 12.2 and 12.5 herein, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority, but not more than once annually, a report of regional telephone traffic generated from an in-house automated call accounting or call tracking system.

Section 13.5---INDIVIDUAL COMPLAINT REPORTS

The Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 13.6---ANNUAL PERFORMANCE TESTS

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.7---QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.8---DUAL FILINGS

Either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.9---INVESTIGATION

Subject to applicable law and regulations, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

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Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

Section 15.7---FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; unavailability of essential equipment, services and/or materials beyond the control of the Licensee; and any other matters beyond the reasonable control of the Issuing Authority, the Town or the Licensee.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception. For purposes of this section, the definition of "antenna" shall not include satellite dishes.

Section 15.9---SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

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Section 15.10---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Issuing Authority, the Town, the Licensee, and their respective successors and assignees.

Section 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to the Licensee.

Office of the Board of Selectmen,
Medfield Town Hall,
459 Main Street
Medfield, MA 02052

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Director of Government & Community Relations
28 Travis Street
Allston, MA 02134

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
1500 Market Street
Philadelphia, PA 19102

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(d) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required. If the public hearing is requested by the Licensee or initiated by the Licensee or the direct action(s) of the Licensee, the cost of publication shall be borne by the Licensee.

(e) Subject to subsection (c) above, all required notices shall be in writing.

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Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

Section 15.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

EXHIBITS

EXHIBIT 1a

INSTITUTIONAL NETWORK BUILDINGS

I-Net location during 12-month period following Effective Date pursuant to Article 3.2b and 3.2c

DALE ST.SCHOOL	ADAMS ST.
FIRE STATION	NORTH ST.
HIGH SCHOOL	POND ST.
MIDDLE SCHOOL	SOUTH ST.
LIBRARY	MAIN ST.
CABLE STUDIO	SOUTH ST.
POLICE STATION	NORTH ST.
D.P.W.	RT.27
TOWN HALL	MAIN ST.
WHELOCK SCHOOL	ELM ST.
MEMORIAL SCHOOL	59 ADAMS ST.

EXHIBIT 1b

INSTITUTIONAL NETWORK BUILDINGS

I-Net locations after 12-month period following Effective Date pursuant to Articles 3.2b and 3.2c

- (1) High School, 24 Pound Street;
- (2) Town Hall, 459 Main Street;
- (3) Access Corporation Studio (located at Middle School) 88R South Street; and,
- (4) Wheelock School, 17 Elm Street

EXHIBIT 2

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming; and
- + Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(See Attached)

EXHIBIT 3

**FREE DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND SCHOOLS**

DALE	
ST.SCHOOL	ADAMS ST.
FIRE STATION	NORTH ST.
HIGH SCHOOL	POND ST.
JR. HIGH	
SCHOOL	SOUTH ST.
LIBRARY	MAIN ST.
CABLE STUDIO	SOUTH ST.
POLICE	
STATION	NORTH ST.
D.P.W.	RT.27
TOWN HALL	MAIN ST.
COUCIL ON	NORTH ST and the future location of the Adult Community Center to be located off West Mill
AGING	Street.
WATER/SEWER	BRIDGE ST
WHEELLOCK	
SCHOOL	ELM ST.
MEMORIAL	
SCHOOL	59 ADAMS ST.

EXHIBIT 4

207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber

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has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.

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- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any

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billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.

- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 5

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by

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a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

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- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate

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increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 6

CABLE DIVISION FORM 500

(See Attached)

EXHIBIT 7

PEG ACCESS STUDIO EQUIPMENT LIST

Qty.	Description	Manufacturer	Model	Serial No.
1	Studio Camera	Sony	DXC-327AL	10683
1	Studio Camera	Sony	DXC-327AL	11752
1	Studio Camera	Sony	DXC-327AL	11901
1	Lens	Cannon	YH13X75BKRS	16413
1	Lens	Cannon	YH13X75BKRS	16002
1	Lens	Cannon	YH13X75BKRS	15844
1	Camera Adaptor	Sony	CA-327AL	12268
1	Camera Adaptor	Sony	CA-327AL	12270
1	Camera Adaptor	Sony	CA-327AL	12302
1	Viewfinder	Sony	DXF-50	14363
1	Viewfinder	Sony	DXF-50	19653
1	Viewfinder	Sony	DXF-50	19871
1	Camera Control Unit	Sony	CCU-M5	10756
1	Camera Control Unit	Sony	CCU-M5	10778
1	Camera Control Unit	Sony	CCU-M5	10788
3	Tripods	Bogen	3088	N/A
3	Tripod Heads	Bogen	3066	N/A
3	Dolleys	Bogen	3067	N/A
1	SEG	JVC	KM-2500	9850766
1	SEG	JVC	KM-2500U	9850766
1	Edit Controller	Panasonic	AG-800	B3C1946KB
1	Hi 8 Recorder	Sony	EVO-9800	Not Found
1	U-Matic Recorder	Sony	VO-9800	78875
1	S-VHS Editor	Panasonic	AG-7750	C3TFO180
1	S-VHS Player	Panasonic	AG-7150	CGT350736
1	S-VHS Player	Panasonic	AG-7151	CGT358667
1	Monitor	Sony	PVM-1341	2013786
1	Monitor	Sony	PVM-1341	2013788
2	Zoom/Focus Controllers	Cannon	LO-26	N/A

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325m Camera Cables	Sony	CCQ-BRS-25	N/A
1B/W camera monitor	Panasonic	WV-5380	570Z03120
1B/W camera monitor	Panasonic	WV-5380	32UO1653
1B/W camera monitor	Panasonic	WV-5380	32UO1652
1B/W camera monitor	Panasonic	WV-5380	2ZZ01796
1Video Switcher	Sigma	SVX-210	Not Found
1Amplifier	Realistic	32-202B	Not Found
321" Slope Console	Emcor	CFS-23	N/A
179" upright rack	Winstead	V8691	N/A
1S-VHS Player	Panasonic	AG-7150P	L2TC00059
1S-VHS Recorder	Panasonic	AG-7350P	C3TC00604
1S-VHS Recorder	Panasonic	AG-7350P	C3TC00200
1U-Matic Recorder	Sony	VO-5600	Unable to Locate
170" upright rack	Winstead	V8601	N/A
1Modulator (Channel 3)	Scientific Atlanta	SA6330	N/A
1Modulator (Channel 4)	Scientific Atlanta	SA6330	N/A
1Modulator (Channel 5)	Scientific Atlanta	SA6330	N/A
1Modulator (Channel 6)	Scientific Atlanta	SA6330	N/A
1Waveform Monitor	Hitachi	VO-99	6060523
1Camera Control Unit	Sony	CCU-M5	10732
1Camera Control Unit	Sony	CCU-M5	10721
1Camera Control Unit	Sony	CCU-M5	10724
1Test Equipment Rackmount	Hitachi	VO-99	N/A
1Agile Modulator	Cadco	M-369	K4372
1CD Player	Technics	SL-PG340	FE26B04545
1Edit Controller	Panasonic	AG-A650	6J072211
1Color Monitor	Panasonic	BT-S90IY	Not Accessible
1Color Monitor	Panasonic	BT-S90IY	Not Accessible
1B&W Triple Monitor	Panasonic	WV-5200BU	68I03323
1B&W Triple Monitor	Panasonic	WV-5200BU	68I03324
1B&W Triple Monitor	Panasonic	WV-5200BU	68I03325
1Power Supply	Panasonic	WV-5203B	68I02928
1Active Switcher	Pelco	MS506GR	1999-1
1Color Monitor	Panasonic	BT-S702N	KA6140535
1Color Monitor	Panasonic	BT-S702N	KA6140534
1Monitor Rack Mount Kit	Panasonic		KA6140417
1Special Effects Generator	Sony	SEG-2000A	Not Accessible
1Character Generator	Videonics	Powerscript Pro	N/A
1S-VHS Tape Recorder	Panasonic	AG-7350	Not Accessible
1Audio Amplifier	Realistic	SA-155	Not Accessible
1Color Monitor	Panasonic	BT-S702N	Removed

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1	Heater	Dayton Electronics	2E434	174805
1	Camera Head	Sony	DXC-327A	11923
1	Camera Head	Sony	DXC-327A	11925
1	Camera Head	Sony	DXC-327A	11753
1	Camera Adapter	Sony	CA-327	12301
1	Camera Adapter	Sony	CA-327	12204
1	Camera Adapter	Sony	CA-327	12300
2	Zoom/Focus Controllers	Cannon	LO-26	N/A
1	Focus Controller	Fujinon	CFH-3	N/A
1	Zoom Controller	Fujinon	SRD-92B	N/A
15"	Viewfinder	Sony	DXF-50	19829
15"	Viewfinder	Sony	DXF-50	19654
11.5"	Viewfinder	Sony	DXF-501	18080
1	Camera Lens	Cannon	VCL-713BX	N/A
1	Camera Lens	Cannon	VCL-715BX	9110183
1	Camera Lens	Fujinon	ATS16X6.7BRM-18	N/A
3	Tripods	Bogen	3068	N/A
3	Tripod Heads	Bogen	3066	N/A
1	Video Distribution Amplifier	Videotek	Not Accessible	Not Accessible
1	Color Monitor	Panasonic	CT-1330M	FA7430163
1	Generator	Onan	4.0 Gen Set	F863113519
1	Van	Ford	E-150	1ADE14H4HHA6500 4

SIGNATURE PAGE

-Medfield Cable Television Renewal License-

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Medfield, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts / New Hampshire / Ohio, Inc., this 21st day of June, 2005.

The Town of Medfield, MA

Paul B. Rhuda, Chairman

Osler Peterson, Clerk

Ann B. Thompson

BY: The Board of Selectmen,
as Issuing Authority

Approved as to form:

Mark G. Cerel
Town Counsel

Approved as to form:

William H. Solomon
Special Cable Counsel

Comcast of Massachusetts / New Hampshire / Ohio, Inc.

BY:

TITLE: